

REMARKS

Claims 1 – 6, 8 – 15, and 17 – 19 are in the application. Claims 1, 10, 17, and 18 are currently amended; claims 7 and 16 are canceled; claims 2, 3, 8, and 9 were previously presented; and claims 4 – 6, 12 – 15, and 19 remain unchanged from the original versions thereof. Claims 1, 10, 17, and 18 are the independent claims herein.

No new matter has been added to the application as a result of the amendments submitted herewith. Reconsideration and further examination are respectfully requested.

Claim Rejections – 35 USC § 102

Claims 1, 10 – 13, and 17 – 19 were rejected under 35 U.S.C. 103(a) as being anticipated by Mills et al., U.S. Patent No. 7,024,386 (reference A in attached PTO-892). This rejection is traversed.

Applicant notes that claim 1 relates to a method for performing a netting analysis of a netting agreement. The method includes receiving netting agreement information, the netting agreement information identifying a party, a counterparty, and at least one term and fact governing said netting agreement, the at least one term and fact of said netting agreement including at least one of: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, an industry code, automatic early termination language, a parent company country of organization, a parent company legal structure, and an automatic early termination payment. The method further includes comparing the at least one term and fact governing the netting agreement information with a netting rule that applies to the netting agreement; and generating a netting determination indicative of an ability of the party and counterparty to net under the netting agreement based, at least in part, on a result of the comparing.

Applicant submits that it is clear that the claimed method is for performing a netting analysis of a netting agreement that includes comparing the at least one term

and fact governing the netting agreement information with a netting rule that applies to the netting agreement; and generating a netting determination indicative of an ability of the party and counterparty to net under the netting agreement based, at least in part, on a result of the comparing, wherein the netting agreement information identifying a party, a counterparty, and at least one term and fact governing said netting agreement, the at least one term and fact of said netting agreement including at least one of: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, an industry code, automatic early termination language, a parent company country of organization, a parent company legal structure, and an automatic early termination payment. That is, the governing terms and rules of the netting agreement are compared to a netting rule to determine whether the party and counterparty may net per the terms and rules of the netting agreement. The Office is directed to the Specification, page 14, paragraph 2 and page 15, paragraph 1 regarding support for the amendments submitted herewith.

Applicant further submits that the other independent claims 10, 17 and 18 are worded similar to claim 1.

Regarding Mills, Applicant respectfully submits that Mills is directed to a method and system for handling credit in an anonymous trading system. In particular, Mills provides a mechanism for adjusting credit limits, including adjustments made to compensate for currency exchange rates, between parties and counterparties. Mills discloses making the credit limit adjustments as a method of determining a net exposure to the parties involved in trades. In accordance with the explicit and limited focus of the Mills disclosure, Mills is exclusively concerned with determining the credit limit adjustment that should be made regarding the parties involved in a trade or transaction. Mills compares the credit limits of the parties involved in a trade or transaction and determines credit limits adjustments during or after the trade or transaction is made so that the net amount of credit that needs to be maintained is reduced. (See Mills, col. 2, ln. 28 – 36)

Applicant respectfully submits that Mills fails to disclose or even suggest the claimed aspects of performing an analysis of a netting agreement (i.e., a netting agreement analysis) that includes comparing the at least one term and fact governing the netting agreement information with a netting rule that applies to the netting agreement; and generating a netting determination indicative of an ability of the party and counterparty to net under the netting agreement based, at least in part, on a result of the comparing, wherein the netting agreement information identifying a party, a counterparty, and at least one term and fact governing said netting agreement, the at least one term and fact of said netting agreement including at least one of: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, an industry code, automatic early termination language, a parent company country of organization, a parent company legal structure, and an automatic early termination payment. That is, the governing terms and rules of the netting agreement are compared to a netting rule to determine whether the party and counterparty may net per the terms and rules of the netting agreement. This is in contrast to Mills since Mills merely determines the amount of credit adjustments based on the value (e.g., dollar or other currency amount) of the trade or transaction. The present claims relate to the comparing the rules and terms of a netting agreement itself, whereas Mills compares the results of parties interacting in a trade or transaction to determine a “net” credit adjustment(s).

Accordingly, Applicant respectfully submits that Mills does not anticipate claims 1, 10, 17, and 18 since Mills does not disclose or even suggest each and every aspect of these subject claims. Applicant also submits that claims 11 – 13 and 19 are also patentable over Mills under 35 USC 102(e) for at least depending from an allowable base claim.

Therefore, Applicant respectfully requests the reconsideration and withdrawal of the rejection of claims 1, 10 – 13, and 17 – 19 under 35 USC 102(e), and the allowance of same.

Claim Rejections – 35 USC § 103

Claims 2, 3, 7, and 8 were rejected under 35 U.S.C. 103(a) as being unpatentable over Mills et al., and in view of Shulman et al., U.S. Publication No. 2002/0152147 (reference B in attached PTO-892). This rejection is traversed.

Applicant respectfully submits that the claim 1, as currently amended, incorporates aspects of the previous claim 7. Further, as discussed hereinabove regarding claim 1, Mills fails to disclose or suggest all of the aspects of claim 1. In particular, Mills fails to disclose or suggest the claimed aspects of performing an analysis of a netting agreement (i.e., a netting agreement analysis) that includes comparing the at least one term and fact governing the netting agreement information with a netting rule that applies to the netting agreement; and generating a netting determination indicative of an ability of the party and counterparty to net under the netting agreement based, at least in part, on a result of the comparing, wherein the netting agreement information identifying a party, a counterparty, and at least one term and fact governing said netting agreement, the at least one term and fact of said netting agreement including at least one of: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, an industry code, automatic early termination language, a parent company country of organization, a parent company legal structure, and an automatic early termination payment.

Applicant also notes that Shulman fails to disclose or otherwise compensate for the requisite elements not provided by Mills. Shulman relates to a system and method of interest-based management, including the review and consideration of various issues relevant to stakeholders to a negotiation. However, there is nothing in the cited and relied upon Mills, Shulman, or the Office Action that suggests that Mills (directed explicitly to credit limit adjustments between parties to trade/transaction) should be or could be modified to (1) consider the analysis of a netting agreement associated with parties of a trade or transaction, and (2) consider terms such as those discussed in

Shulman. Applicant respectfully submits that the combination of Mills and Shulman (not admitted as feasible or possible) would appear to, at most, result in determining credit limits adjustments (in accordance with Mills) and also considering other issues (in accordance to Shulman) as they relate to the credit limits of the parties. However, the combination of Mills and Shulman asserted in the Office Action would not provide “generating a netting determination indicative of an ability of the party and counterparty to net under said netting agreement based, at least in part, on a result of said comparing”.

Therefore, the reconsideration and withdrawal of claims 2, 3, 7, and 8 rejected under 35 U.S.C. 103(a) are requested, as is the allowance of same.

Claims 4 – 6, 14, and 15 were rejected under 35 U.S.C. 103(a) as being unpatentable over Mills et al. in view of McKeon, U.S. Patent No. 5,926,552 (reference C in attached PTO-892). This rejection is traversed.

Since Mills does not disclose all of that for which it need disclose, and Applicant respectfully submits that the combination of Mills and McKeon does not correct the failings of Mills, Applicant submits that Mills and Shulman do not render the claims obvious. That is, the combination of Mills and Rosen does not render claims 4 – 6, 14, and 15 obvious.

Therefore, the reconsideration and withdrawal of claims 4 – 6, 14, and 15 rejected under 35 U.S.C. 103(a) are requested, as is the allowance of same.

C O N C L U S I O N

Accordingly, Applicants respectfully request allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is kindly invited to contact the undersigned via telephone at (203) 972-5985.

Respectfully submitted,

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Date

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